

**ORDINANCE #66250  
Board Bill No. 412  
Committee Substitute**

**An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of Five Hundred Forty Thousand Dollars (\$540,000.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto The City of Bellefontaine Neighbors, certain City-owned property located in St. Louis County, Missouri, which property is known as an irregular parcel of land containing 49 acres more or less; authorizing and directing the Mayor of the City of St. Louis to execute a Release to release and quit-claim to The City of Bellefontaine Neighbors, Missouri any right or reversionary interest that the City of St. Louis may have in certain property owned by the State of Missouri and contiguous to the City-owned property; and containing an emergency clause.**

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The Mayor and Comptroller are hereby authorized and directed to execute the Real Estate Purchase Option, substantially in the form as attached hereto as Exhibit B, incorporated herein by reference and, upon receipt of and in consideration of the sum of Five Hundred Forty Thousand Dollars (\$540,000.00) and other good and valuable consideration, the Quit Claim Deed, substantially in the form as attached hereto as Exhibit A-1, to remise, release and forever quit-claim unto The City of Bellefontaine Neighbors, certain City-owned property located in St. Louis County, Missouri, which property is known as an irregular parcel of land containing 49 acres more or less, and which is more fully described in said Exhibit A-1.

**SECTION TWO.** The Mayor and Comptroller are hereby authorized and directed to execute the Release, substantially in the form as attached hereto as Exhibit C, incorporated herein by reference, to release and quit-claim to The City of Bellefontaine Neighbors, Missouri any right or reversionary interest that the City of St. Louis may have in certain property owned by the State of Missouri, and contiguous to the City-owned property located in St. Louis County, Missouri which State-owned property is more fully described in said Exhibit C.

**SECTION THREE.** Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

**Exhibit A-1**

**QUIT CLAIM DEED**

THIS DEED, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and The City of Bellefontaine Neighbors, whose address is 9641 Bellefontaine Road, St. Louis, Missouri 63137, (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the County of Saint Louis and State of Missouri, to-wit:

**See Exhibit A attached hereto and incorporated into this deed**

Subject to restrictions, covenants, and easements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS  
(Grantor)

THE CITY OF BELLEFONTAINE NEIGHBORS  
(Grantee)

BY: \_\_\_\_\_  
Francis G. Slay  
Mayor

By: \_\_\_\_\_  
Marty Rudloff  
Mayor

BY: \_\_\_\_\_  
Darlene Green  
Comptroller

Approved as to form:

Thomas J. Ray  
Deputy City Counselor

Attest:

Parrie L. May  
City Register

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance \_\_\_\_\_ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

---

Notary Public

State of Missouri )  
County of St. Louis ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me appeared Marty Rudloff, to me personally known, who being by me duly sworn did say that he is the Mayor of the City of Bellefontaine Neighbors, and that he is authorized to execute this Quit-Claim Deed as the free act and deed of said City of Bellefontaine Neighbors.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

## Exhibit A

A PARCEL OF GROUND IN SECTION 32, TOWNSHIP 47 NORTH, RANGE 7 EAST, ST. LOUIS COUNTY, MISSOURI: SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERN LINE OF INTERSTATE I-270, WITH THE WESTERN LINE OF PROPERTY, NOW OR FORMERLY, OF JOHN P. POTT, BEING ALSO THE EASTERN LINE OF HATHAWAY MANOR NO. 13; THENCE N 89° 41' 30" E 406.55 FEET AND S 89° 00' E 502.66 FEET, ALONG THE SOUTHERN LINE OF SAID INTERSTATE I-270, TO THE EASTERN LINE OF SAID JOHN P. POTT PROPERTY; THENCE S 0° 39' 30" W 2364.85 FEET ALONG THE EASTERN LINE OF SAID JOHN P. POTT PROPERTY, TO ITS SOUTHEASTERN CORNER, IN THE SOUTHERN LINE OF SAID SECTION 32; THENCE N 89° 06' 30" W 909.15 FEET, ALONG THE SOUTHERN LINE OF SAID SECTION 32, BEING ALSO THE SOUTHERN LINE OF SAID TOWNSHIP, TO THE SOUTHWESTERN CORNER OF SAID JOHN P. POTT PROPERTY; THENCE N 0° 39' 30" E 2357.29 FEET, ALONG THE WESTERN LINE OF SAID JOHN P. POTT PROPERTY, AND ALONG THE EASTERN LINE OF HATHAWAY MANOR NO. 5, HATHAWAY MANOR NO. 16, AND SAID HATHAWAY MANOR NO. 5, TO THE POINT OF BEGINNING, AND CONTAINING 49 ACRES±.

**EXHIBIT B**

CONTRACT AMENDMENT AUTHORIZING EXTENSION OF THE "OPTION TERM"  
CREATED BY THAT CERTAIN "REAL ESTATE PURCHASE OPTION"  
BY AND BETWEEN THE CITY OF ST. LOUIS AND  
THE CITY OF BELLEFONTAINE NEIGHBORS  
DATED OCTOBER 21, 1998

This Agreement, dated this 1<sup>st</sup> day of January 2003, is made and entered by and between the City of St. Louis, a municipal corporation of the State of Missouri and the City of Bellefontaine Neighbors.

WHEREAS, the parties hereto have previously executed a certain REAL ESTATE PURCHASE OPTION dated October 21, 1998, which Agreement is attached hereto as Exhibit A and is incorporated herein by this reference as if fully set out.

AND WHEREAS, the parties hereto desire to amend the aforementioned REALESTATEPURCHASE OPTION, (Exhibit A), in a manner whereby the "Option Term" (as defined therein) is extended until December 31, 2004, 5:00 p.m.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The "Option Term" referenced in Section 2 of the aforementioned REAL ESTATE PURCHASE OPTION attached hereto as Exhibit A is hereby extended until 5:00 p.m., December 31, 2004.

2. All other terms and provisions of the aforementioned REAL ESTATE PURCHASE OPTION attached hereto as Exhibit A shall remain in full force and effect. Nothing contained herein shall be construed as a modification of any terms or provisions, (other than the aforementioned "Option Term" extension), contained in the aforementioned REAL ESTATE PURCHASE OPTION attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day and year first written above.

OPTIONEE:  
City of Bellefontaine Neighbors, Missouri

Signed Marty Rudloff  
Mayor, City of Bellefontaine Neighbors

Attest:

Signed Charlotte Youngman  
City Clerk

OWNER:  
This Agreement as approved by the Board of Estimate & Apportionment of the City of St. Louis on 4/22/03

Signed Yudora L. Mason  
Secretary, Board of Estimate & Apportionment of the City of St. Louis

#### **REAL ESTATE PURCHASE OPTION**

This Agreement, dated this 21<sup>st</sup> day of October 1998, by and between the City of St. Louis, a municipal corporation of the state of Missouri, ("Owner"), and The City of Bellefontaine Neighbors, ("Optionee").

The parties hereto state as follows:

- A. The parties acknowledge that this Agreement shall be of no force or effect, and this Agreement shall not be binding upon the parties hereto, unless and until all local requirements pertaining to execution of same by the parties hereto have been satisfied. Specifically, Optionee acknowledges that this Agreement shall not be binding upon Owner unless and until Owner's Board of Aldermen considers, approves, and passes legislation, (pursuant to the Charter, code, and ordinances of the City of St. Louis), and same finally becomes law in accordance with said Charter, code, and ordinances.
- B. Owner holds fee simple title to certain real estate located in St. Louis County, Missouri, further described in Exhibit A attached hereto, ("Real Estate"), and subject to certain restrictions of record.
- C. Optionee wishes to acquire an option on the Real Estate.
- D. Owner intends and desires to grant Optionee the option to purchase the Real Estate and Optionee intends and desires to acquire the option to purchase the Real Estate pursuant to the terms hereinafter provides.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained hereinafter, the payment by optionee to Owner of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to satisfaction of the conditions precedent and limitations set forth in Section A, above, the parties agree as follows:

1. Owner hereby grants to Optionee the option to purchase the Real Estate, upon the terms and conditions set forth hereinafter, for the purchase price of not less than Five Hundred Forty Thousand Dollars, (\$540,000.00), payable at closing, subject to standard prorations and adjustments and upon terms approved by Owner's City Counselor.

2. Optionee's right to exercise the aforementioned Option shall expire at 5:00 p.m., August 31, 1999. The period between the execution of this Option Agreement and August 31, 1999 shall be deemed, for purposes of this Agreement, the "Option Term". In the event of Optionee's failure to exercise the Option within the stated period of time for any reason, the Option shall expire and Owner shall be free of all obligations under this Agreement.
3. Optionee may exercise the Option only by written notice to Owner electing to close on the purchase of Real Estate in accordance with the terms of this Agreement. The written notice shall propose a closing date.
4. If the Option is exercised, the closing shall occur at a time and place mutually agreeable to the parties, but such closing date need not take place within the Option Term.
5. To the extent permitted by law, Owner hereby represents to Optionee that the Real Estate is not subject to any sale contract or other agreement concerning the transfer or lease of the Real Estate and Owner shall not, without Optionee's prior written consent, enter into any such sale contract or agreement with respect to the Real Estate or convey any interest in the Real Estate at any time prior to the expiration of the Option Term.
6. Notices shall be sent by hand delivery, telecopy (if confirmed and followed by hard copy), or U.S. Mail by Certified Mail, Return Receipt Requested, postage prepaid, to the parties as set forth below:  
  
Owner:                   Comptroller  
                              Attention: Asset Manager  
                              Room 311 City Hall  
                              St. Louis, Missouri 63103  
  
With a copy to:  
  
                              City Counselor  
                              Room 314 City Hall  
                              St. Louis, Missouri 63103  
  
Optionee:               Mayor Marty Rudloff  
                              City of Bellefontaine Neighbors City Hall  
                              9641 Bellefontaine Road  
                              Bellefontaine Neighbors, Missouri 63137-1818
7. At any closing following any exercise of the Option by Optionee, Optionee shall pay or cause to be released to the closing agent, the purchase price, subject to such other adjustments as are standard practice for real estate transactions.
8. Each party warrants and represents to the other that there are no sales commissions due hereunder as a result of any brokers or agents employed by it.
9. Optionee's rights hereunder are fully assignable with the consent of the Owner, which consent shall be subject to and contingent upon satisfaction of the laws of the City of St. Louis pertaining to assignment of contractual arrangements. This Agreement is binding upon and shall inure to the benefit of the heirs, successors, and assigns of the parties.
10. This Agreement constitutes the entire agreement of the parties hereto and neither party shall be bound by any change hereto unless executed with equal formality to the original.
11. The laws of the State of Missouri shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.  
OWNER:

This Agreement was approved by the Board of Estimate and Apportionment of the City of St. Louis on October 21, 1998.

Signed Sandra Granberry 10/23/98

Secretary, Board of Estimate and Apportionment of the City of St. Louis

Signed Marty Rudloff

Mayor, City of Bellefontaine Neighbors

Attest: Signed Charlotte Youngman

City Clerk

**EXHIBIT C  
RELEASE**

WHEREAS, Ordinance 44325, approved December 22, 1947 (the "1947 Ordinance"), authorized and directed the Mayor and the Comptroller of the City of St. Louis, Missouri, to transfer and convey to the Director of the Department of Public Health and Welfare of the State of Missouri, as Trustee for the State of Missouri, the institution, buildings and ground located at Bellefontaine and Hall Roads in St. Louis County, Missouri known as the St. Louis Training School, for the sum of One Dollar; and

WHEREAS, on July 19, 1948, pursuant to the 1947 Ordinance, the Mayor and the Comptroller of the City of St. Louis, Missouri, executed a quit-claim deed to the Director of the Department of Public Health and Welfare of the State of Missouri for the property located at Bellefontaine and Hall Roads in St. Louis County, Missouri, said deed being recorded in Book 2428, Page 374 in the office of the Recorder of Deeds of St. Louis County, Missouri; and

WHEREAS, said quit-claim deed included restrictive language (hereinafter the "Restriction") requiring that the State of Missouri, through an appropriate agency, maintain, manage, control and operate the said property as a state school or colony for feeble-minded and epileptics in accordance with the provisions of Article VI, Chapter 51, of the Revised Statutes of Missouri, 1939; and

WHEREAS, the State of Missouri, through its Office of Administration, Division of Design and Construction, has granted to The City of Bellefontaine Neighbors, Missouri, a municipal corporation, an option to purchase the said property as part of an assembly of ground being undertaken by the City of Bellefontaine Neighbors, Missouri to promote economic development and revitalization of the said property and the surrounding area; and

WHEREAS, in order to permit the City of Bellefontaine Neighbors, Missouri to proceed with its assembly of ground and its efforts to promote economic development and revitalization of the area, the City of Bellefontaine Neighbors, Missouri has requested the City of St. Louis, Missouri to revoke the 1947 Ordinance and to execute a release of the Restriction and any reversionary interest or right of reverter the City of St. Louis, Missouri may have in the said property, which property (the "Property") is more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, the Mayor and the Comptroller of the City of St. Louis, Missouri, were authorized and directed by Ordinance \_\_\_\_\_ approved \_\_\_\_\_, 2004, to execute a release of the Restriction and of any right or possible right of any reversionary interest or right of reverter the City of St. Louis, Missouri may have in the Property.

NOWHEREFORE, this indenture is made this \_\_\_\_ day of \_\_\_\_\_, 2004, between the City of St. Louis, Missouri, by and through the Mayor and the Comptroller of the City of St. Louis, Missouri, and their successors, as Grantor, and the City of Bellefontaine Neighbors, Missouri, as Grantee.

In consideration of One Dollar and other valuable consideration paid by the City of Bellefontaine Neighbors, Missouri to the City of St. Louis, Missouri, the receipt wherefore is hereby acknowledged, the City of St. Louis, Missouri, hereby expressly releases the Property from the Restriction and hereby releases and quit-claims to the City of Bellefontaine Neighbors, Missouri any right or possible right of reversionary interest or right of reverter it may have or which may accrue in the Property.

[Signature Page Follows]

THE CITY OF SAINT LOUIS

By: \_\_\_\_\_  
Francis Slay  
Mayor

By: \_\_\_\_\_  
Darlene Green  
Comptroller

Approved as to form:

Attest:

\_\_\_\_\_  
City Counselor

\_\_\_\_\_  
City Register

State of Missouri )  
                                  ) ss  
City of St. Louis )

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me appeared Francis Slay, Mayor, and Darlene Green, Comptroller, to me personally known, who being by me duly sworn, did say that they executed the foregoing instrument on behalf of the City of Saint Louis, a municipal corporation, by authority of Article XV, Section 2 of the Saint Louis City Charter, and that they acknowledged said

instrument to be the free act and deed of said corporation, pursuant to Ordinance \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the City of St. Louis, aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary

#### **EXHIBIT A**

Land having a front of about 89.88 chains on the southern line of Highway 77 of the State of Missouri, 125 feet wide, and on the Southern line of Hall Avenue, 40 feet wide and having an easternmost depth of about 41 chains along Bellefontaine Road, 60 feet wide, and a westernmost depth of about 40.58 chains along the western line of lot 6 of Subdivision of Daniel Bissell's Estate, to the southern lines of lots 4, 5 and 6 of the said subdivision, and abutting thereon about 84.76 chains; excepting, however, from the said land both Highway 99 of the said state of irregular width, but mainly 200 feet wide, and the said Highway 77. Land having a front of 26.54 chains on the southern line of Highway 77 of the State of Missouri, 100 feet wide, and having an easternmost depth of 40.65 7/8 chains along the western line of lot 6 of Subdivision of Daniel Bissell's Estate, and a westernmost depth of 40.65 7/8 chains to the westward prolongation of the southern line of said lot 6, and abutting thereon, 26.35 1/4 chains, the said depths being substantially parallel with each other. Land beginning at the northwestern corner point of lot 2 of Subdivision of Daniel Bissell's Estate, and running thence southwardly along the western line of the said Lot 36.26 chains to the northern line of Subdivision of Jas. R. Bissell's Estate; thence eastwardly along the said northern line about 16.684 chains to the western line of property now or formally of A. Ritter; thence northwardly along the said western line 9.493 chains to the northern line of the said property; thence eastwardly along the said northern line 16.886 chains to the eastern line of the said property; thence southwardly along the said eastern line 9.493 chains to the said northern subdivision line; thence eastwardly along the said northern line about 9.20 chains to the western line of said latter subdivision; thence northwardly along the said western line about 36.26 chains to a stone in the southern line of a private road, 30 feet wide; and thence westwardly along the said road line 42.75 chains to the point of beginning; excepting therefrom, however, Highway 99 of the State of Missouri, 200 feet wide; together with all personal property, equipment and machinery of every kind, character and description located in or on said premises.

**Approved: April 20, 2004**

#### **ORDINANCE #66251 Board Bill No. 438**

An ordinance to amend Section Two of Ordinance 62608 pertaining to street excavation permit fees by increasing the amount of such fees and containing an emergency clause.

#### **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** Section Two of Ordinance 62608 and presently codified as Section 20.30.140.A of the Revised Code of the City of St. Louis is hereby amended as follows:

#### **SECTION TWO.** Section 20.30.140. Inspector's time.

A. Whenever a person applies for a street excavation permit, he shall state in writing in his application the hour he will commence work or the manner in which notice of commencement will be given. An inspection fee of \$65.00 per excavation shall be charged for work under twenty feet (20') in length and for excavations over twenty feet (20') shall be charged at the rate of \$12.00 per day, provided that applicant who, in the five preceding years, have regularly done their own backfilling and have paid inspection fees in excess of \$5,000.00 per year may elect to pay a flat annual fee for inspection in an amount equal to the average of the inspection fees paid annually by such applicant in the five preceding years, such annual fee to be in quarterly installments.

B. Double Fees. In case any work for which a permit is required by this code is started or proceeded prior to obtaining said permit, the total normal fees applicable shall be doubled, but the payment of said double fee shall not relieve any persons from fully complying with the requirements of this code for performance or execution of the work, nor from other penalties prescribed by law.

**SECTION THREE.** This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

**Approved: April 20, 2004**

#### **ORDINANCE #66252 Board Bill No. 439**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute a Quit Claim Deed to The 5700 Property, LLC, for certain City-owned property located in City Blocks 5615 and 5616, which property is known as 5700 Arsenal Street, upon receipt of and in consideration of the sum of One Million Four Hundred Sixty Thousand Dollars (\$1,460,000.00), and containing an emergency clause.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The Mayor and Comptroller are hereby authorized and directed to execute the Contract for the Sale of Real Estate, as attached hereto as **Exhibit A** and incorporated by reference herein, with The 5700 Property, LLC, for certain City-owned property located in City Blocks 5615 and 5616, which property is known as 5700 Arsenal Street, and which is more fully described in said **Exhibit A**.

**SECTION TWO.** The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of, and in consideration of, the sum of One Million Four Hundred Sixty Thousand Dollars (\$1,460,000.00), and other good and valuable consideration, and after satisfaction of all the terms and conditions of the Contract for Sale of Real Estate, the Quit Claim Deed attached hereto as **Exhibit B** and incorporated by reference herein, to remise, release and forever quit-claim unto The 5700 Property, LLC, certain City-owned property located in City Blocks 5615 and 5616, which property is known as 5700 Arsenal Street, and which is more fully described in said **Exhibit B**.

**SECTION THREE.** The sale price for the property known as 5700 Arsenal Street of One Million Four Hundred Sixty Thousand Dollars (\$1,460,000.00), and any other good and valuable consideration, shall be deposited into the City treasury to the account as follows: One Million Two Hundred Thousand Dollars (\$1,200,000.00) shall be allocated for the building and all parcels of the property commonly known as 5700 Arsenal Street, to the credit of the City-wide Capital Fund Account 1217; Two Hundred Sixty Thousand Dollars (\$260,000.00) shall be allocated for the current contents and nursing home bed licenses and credited to the account of the Harry S. Truman Restorative Center.

**SECTION FOUR.** Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

**EXHIBIT B****QUIT CLAIM DEED**

THIS DEED, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between The City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and The 5700 Property, LLC, whose address is 5357 Autumnwinds Drive, St. Louis, Missouri 63129 (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described real estate, situated in the City of Saint Louis and State of Missouri, to-wit:

**See Exhibit A attached hereto and incorporated into this deed.**

SUBJECT TO the following contingent reversionary restriction and condition, to-wit: the above-described real estate shall be used exclusively for purposes relating to the development and sale of residential lofts, homes, office, and retail space, and at the sole and exclusive cost and expense of the Grantee, and such development of the real estate shall be substantially started within nine (9) months from the date of this Quit-Claim Deed, on pain of forfeiting all right, title and interest to the real estate, and, therefore, Grantor expressly reserves the right of re-entry if this restriction and condition are breached, on which event Grantee, and its successors and assigns, shall lose all right, title and interest to the real estate, and for which Grantor may cause all or any portion of the real estate herein conveyed to become the sole and separate property of the Grantor, free from all liens and encumbrances of any type, and free from all claims of the Grantee, including any claim to compensation or reimbursement for work performed, cost to acquire or other costs incurred. No act or omission on the part of any beneficiary to this condition shall be considered a waiver of the operation or enforcement hereof.

THE PARTIES HEREBY AGREE THAT THE AFOREMENTIONED REVERSIONARY RESTRICTION AND CONDITION SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL HEIRS, SUCCESSORS AND ASSIGNEES OF THE GRANTEE OF WHATEVER TYPE OR DESCRIPTION.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS  
(Grantor)

THE 5700 PROPERTY, LLC  
(Grantee)

BY: \_\_\_\_\_  
Francis G. Slay

By: \_\_\_\_\_  
Mark Benckendorf

Mayor

Managing Member

BY:

\_\_\_\_\_  
 Darlene Green  
 Comptroller

Approved as to form:

\_\_\_\_\_  
 City Counselor

Attest:

\_\_\_\_\_  
 Parrie L. May  
 City Register

State of Missouri )  
 ) ss.  
 City of St. Louis )

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance \_\_\_\_\_ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

\_\_\_\_\_  
 Notary Public

State of Missouri )  
 ) ss.  
 City of St. Louis )

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me appeared Mark Benckendorf, to me personally known, who being by me duly sworn did say that he is the Managing Member of The 5700 Property, LLC, and that he is authorized to execute this Quit-Claim Deed on behalf of said corporation under the authority of its board of directors, and acknowledged that he executed said instrument as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

\_\_\_\_\_  
 Notary Public

### EXHIBIT A

#### PARCEL 1:

A PARCEL OF LAND BOUNDED ON THE NORTH BY THE SOUTH LINE OF ARSENAL STREET (60 FEET WIDE), BOUNDED ON THE WEST BY THE EAST LINE OF OWL, INC. (DEED BOOK 366-M; PAGE 1855 OF THE CITY OF ST. LOUIS RECORDS), BOUNDED ON THE EAST BY THE CENTERLINE OF JASPER PARK (75 FEET WIDE AND VACATED BY ORDINANCE 52153) LOCATED IN BLOCK 5616 OF THE CITY OF ST. LOUIS, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF CITY BLOCK 5616, SAID CORNER BEING AT THE INTERSECTION OF SOUTH LINE OF ARSENAL STREET (60 FEET WIDE), WITH THE FORMER WEST LINE OF SAID JASPER PARK;

THENCE ALONG SAID SOUTH LINE OF ARSENAL STREET NORTH 82 DEGREES 53 MINUTES 00 SECONDS WEST 245.06 FEET TO SAID EAST LINE OF OWL, INC;

THENCE ALONG SAID EAST LINE OF OWL, INC. SOUTH 07 DEGREES 15 MINUTES 13 SECONDS WEST 702.02 FEET TO AN IRON PIPE IN THE NORTH LINE OF ERSIE C. HARRIS (DEED BOOK 533-M; PAGE 712);

THENCE SOUTH 81 DEGREES 15 MINUTES 51 SECONDS EAST 80.20 FEET TO AN IRON PIPE;

THENCE SOUTH 38 DEGREES 02 MINUTES 11 SECONDS EAST 83.19 FEET TO AN IRON PIPE;

THENCE SOUTH 49 DEGREES 28 MINUTES 02 SECONDS EAST 97.72 FEET TO THE FORMER WEST LINE OF SAID JASPER PARK;

THENCE ALONG SAID FORMER WEST LINE OF JASPER PARK SOUTH 08 DEGREES 56 MINUTES 30 SECONDS WEST 77.16 FEET TO A POINT IN THE NORTH LINE OF CONNECTICUT STREET ( 40 FEET WIDE);

THENCE ALONG SAID NORTH LINE OF CONNECTICUT STREET SOUTH 82 DEGREES 48 MINUTES 21 SECOND EAST 37.52 FEET TO A POINT IN THE CENTERLINE OF SAID JASPER PARK;

THENCE ALONG SAID CENTERLINE OF JASPER PARK NORTH 08 DEGREES 56 MINUTES 30 SECOND EAST 894.39 FEET TO A POINT IN THE SOUTH LINE OF SAID ARSENAL STREET;

THENCE ALONG SAID SOUTH LINE OF ARSENAL STREET NORTH 82 DEGREES 53 MINUTES 00 SECONDS WEST 37.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 207,640 SQUARE FEET OR 4.7668 ACRES, MORE OR LESS.

PARCEL 2:

A PARCEL OF LAND BOUNDED ON THE NORTH BY THE SOUTH LINE OF ARSENAL STREET (60 FEET WIDE), BOUNDED ON THE EAST BY THE WEST LINE OF PARK HAMPTON ESTATES (PLAT BOOK 58; PAGE 15 OF THE CITY OF ST. LOUIS RECORDS), BOUNDED ON THE WEST BY THE CENTERLINE OF JASPER PARK (75 FEET WIDE AND VACATED BY ORDINANCE 52153) LOCATED IN BLOCK 5615 OF THE CITY OF ST. LOUIS, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF CITY BLOCK 5615, SAID CORNER BEING AT THE INTERSECTION OF SOUTH LINE OF ARSENAL STREET (60 FEET WIDE), WITH THE FORMER EAST LINE OF SAID JASPER PARK;

THENCE ALONG SAID SOUTH LINE OF ARSENAL STREET SOUTH 82 DEGREES 53 MINUTES 00 SECONDS EAST 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARK HAMPTON ESTATES;

THENCE ALONG SAID WEST LINE OF PARK HAMPTON ESTATES SOUTH 07 DEGREES 10 MINUTES 12 SECONDS WEST 763.97 FEET TO A POINT IN THE NORTH LINE OF VETERANS HOMESITES;

THENCE ALONG NORTH LINE OF VETERANS HOMESITES NORTH 82 DEGREES 47 MINUTES 50 SECONDS WEST 73.63 FEET TO A POINT IN SAID EAST LINE JASPER PARK;

THENCE NORTH 82 DEGREES 47 MINUTES 50 SECONDS WEST 37.52 FEET TO A POINT IN THE CENTERLINE OF SAID JASPER PARK;

THENCE ALONG SAID CENTERLINE OF JASPER PARK NORTH 08 DEGREES 56 MINUTES 30 SECONDS EAST 764.19 FEET TO A POINT IN THE SOUTH LINE OF SAID ARSENAL STREET;

THENCE ALONG SAID SOUTH LINE OF ARSENAL STREET SOUTH 82 DEGREES 53 MINUTES 00 SECONDS EAST 37.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 75,880 SQUARE FEET OR 1.742 ACRES, MORE OR LESS.

#### **Exhibit A**

#### **CONTRACT FOR SALE OF REAL ESTATE**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, MO 63103, referred to as Seller, and The 5700 Property, LLC, 5357 Autumnwinds Drive, St. Louis, MO 63129, and/or assigns, hereinafter referred to as Buyer.

In consideration of the covenant and agreements of the respective parties, as hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, the real property situated in the City of St. Louis, State of Missouri, known as 5700 Arsenal Street, St. Louis, Missouri, and further described as:

See **Exhibit A** attached hereto and incorporated into this contract

together with all improvements and appurtenances thereto, and all right, title and interest of Seller in and to all of said property (hereinafter collectively referred to as the "Real Estate"), subject to the following contingent reversionary restriction and condition, to-wit: the Real Estate shall be used exclusively for purposes relating to the development and sale of residential lofts, homes, office, and retail space, and at the sole and exclusive cost and expense of the Grantee, and such development of the real estate shall be substantially started within nine (9) months from the date of this Quit-Claim Deed, on pain of forfeiting all right, title and interest to the real estate, and, therefore, Seller expressly reserves the right of re-entry if this restriction and condition are breached, on which event Buyer, and its successors and assigns, shall lose all right, title and interest to the real estate, and for which Seller may cause

all or any portion of the real estate herein conveyed to become the sole and separate property of the Seller, free from all liens and encumbrances of any type, and free from all claims of the Buyer, including any claim to compensation or reimbursement for work performed, cost to acquire or other costs incurred. No act or omission on the part of any beneficiary to this condition shall be considered a waiver of the operation or enforcement hereof.

THE PARTIES HEREBY AGREE THAT THE AFOREMENTIONED REVERSIONARY RESTRICTION AND CONDITION SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL HEIRS, SUCCESSORS AND ASSIGNEES OF THE BUYER OF WHATEVER TYPE OR DESCRIPTION.

Title shall be marketable in fact and Seller shall convey marketable title by quit claim deed, which quit claim deed shall be in form satisfactory to and approved by the City Counselor of the City of Saint Louis. Seller warrants that any personal property included in this contract, and all improvements placed on the Real Estate, shall be conveyed free of any encumbrances.

The following terms, provisions, and conditions are further agreed to:

1. Purchase Price.

The total purchase price of the Real Estate is One Million Four Hundred Sixty Thousand Dollars (\$1,460,000.00), subject to the provisions contained herein. At closing, Buyer shall wire transfer the purchase price or shall tender a Cashier's Check for the full purchase price.

2. Contingencies to Purchase.

Buyer represents that its performance hereunder and its satisfaction of the terms hereof is contingent only upon the specific terms of this Contract for Sale of Real Estate, itself, and that Buyer's performance hereunder and purchase of the Real Estate shall not be conditioned upon satisfaction of financing, inspection, or other contingencies unless same are designated elsewhere in this Contract.

3. Conveyance of Title.

Conveyance shall be by quit claim deed. Seller shall tender to Buyer fee simple title to the Real Estate by quit claim deed, in form approved by the City of St. Louis, City Counselor's Office, including the aforementioned contingent reversionary restriction and condition. Buyer to pay all closing, title insurance and recording fees.

4. Taxes.

Seller warrants that there are no outstanding real estate taxes or liens of any kind levied against the Real Estate.

5. Liens.

Seller shall not allow any liens, attachments, or other encumbrances to be filed against said Real Estate during the period of time following the execution of this contract and prior to closing of this contract.

6. Personal Property.

The Real Estate shall include all attached and non-attached fixtures, and equipment except for certain commercial laundry equipment located on the first floor. All Seller personal property, including records and files, must be removed by a date mutually agreed upon by both parties. Seller agrees to leave the Real Estate in broom-swept condition.

7. Possession.

The Seller shall retain possession of the Real Estate until closing. From and forever after closing, the Buyer shall be entitled to possession.

8. Closing.

Delivery of the quit claim deed conveying title shall be concurrent with the Buyer's payment of the purchase price set forth herein. The sale under this contract shall be closed at a time mutually agreed upon by both parties, but no later than May 31<sup>st</sup>, 2004. Title will pass when sale is closed.

9. Broker.

The parties heretofore agree that Buyer and Seller shall not be liable for the payment of any fees incurred by the other for services to any broker, agent or other party.

10. Entire Agreement.

This instrument contains the entire agreement between the Buyer and Seller and may not be changed or terminated orally. Stipulations and covenants herein are to apply to and bind the successors and assigns of the respective parties hereto, and shall survive the closing.

11. Time of Essence.

Time shall be of the essence in the performance of each and every obligation and undertaking by the parties in this Agreement.

12. Missouri Law Governs.

This contract shall be interpreted and governed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the Seller and Buyer have duly signed this Agreement on the date first written above.

THE 5700 PROPERTY, LLC

CITY OF SAINT LOUIS

By:

\_\_\_\_\_  
Mark Benckendorf  
Managing Member  
(Buyer)

By:

\_\_\_\_\_  
Darlene Green  
Comptroller  
(Seller)

Approved as to form:

\_\_\_\_\_  
Thomas J. Ray  
Deputy City Counselor

Attest:

\_\_\_\_\_  
Parrie L. May  
City Register

Approved: April 20, 2004

**ORDINANCE #66253**  
**Board Bill No. 443**

An ordinance relating to land use within Forest Park; repealing Ordinance 65675 and further amending Section 4 of Ordinance 59741 (Section 22.42.040 Revised Code) by adding a new subsection (g) thereto pertaining to uses which are exempt from the provisions of such ordinance; with an emergency clause.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS :**

**SECTION ONE.** Section 4 of Ordinance 59741 (Section 22.42.040, Revised Code), is hereby amended by adding thereto a new subsection (g), to be and to read as follows:

- (a) persons using land in a park, square, or plaza for thirty days or less, which use does not involve construction of a building of any kind which is intended to be permanent, or of a parking lot; such uses may be permitted by the Board of Public Service or by the Director of Parks, Recreation and Forestry pursuant to and in compliance with the City Charter;
- (b) land used on the effective date of this ordinance by any person pursuant to a valid permit of the Board of Public Service or of the Director of Parks, Recreation and Forestry, for the term of such permit or for the term of any renewal of such permit to such person or to the lawful successors or assigns of such person, for use of the same land, on conditions as to use of the land and operations thereon which are substantially identical to the present conditions of such permit, subject, however, to the provisions of Section Six hereof;
- (c) land used on the effective date of this ordinance by any person pursuant to statute, ordinance, or lease, for the term if any authorized by such statute, ordinance, or lease, subject, however to the provisions of Section Six hereof;
- (d) persons engaging in athletic or recreational activities on a daily or seasonal basis pursuant to valid permits of the Director of Parks, Recreation and Forestry;
- (e) persons using land pursuant to a valid concession contract with the City of St. Louis;
- (f) persons leasing buildings in the public parks pursuant to Section One, Article I, Section 6 of Ordinance 49771 (Section 22.04.100 Revised Code, St. Louis, 1980, Anno.)

(g) St. Louis 2004 Corporation during the period May 1 through November 15, 2004, for the erection and operation of a Ferris wheel in Forest Park, under a permit issued by the Board of Public Service for the same location, and with terms, conditions and requirements substantially similar to, those set forth in Exhibit A to Ordinance 65675, and/or the permit issued for the Ferris wheel for December 11, 2003 through January 9, 2004, which permit is approved by the City Counselor's office as consistent herewith; provided, that the insurance required in such a permit shall be as follows:

(1) At no cost to the City, St. Louis 2004 shall procure, or shall cause Premier Entertainment Corporation ("PEC"), lessee of the ferris wheel, and the operator of the ferris wheel, to procure and maintain on file with the City's Comptroller at all times during the term of this Permit and prior to the commencement of installation of the ferris wheel, insurance and certificates or other evidence of such insurance as hereafter specified. The policies shall name "The City of St. Louis and its officers, agents, and employees" as additional insureds and be issued by financially sound insurers approved by the City's Comptroller's Office. Said insurance shall be primary and non-contributory to the City.

(2) Insurance in the initial minimum amounts, below, shall be provided:

(a) Worker's Compensation: Missouri statutory.

(b) Comprehensive Liability (to include premises, operations, products, and completed operations and personal and bodily injury including death):

	<u>Each Occurrence</u>	<u>Aggregate</u>
Combined Bodily Injury and Property Damage	\$1,000, 000	\$5,000, 000 (ferris wheel operator)
	\$1,000,000	Unlimited (PEC)
Umbrella Coverage		\$5,000,000 (ferris wheel operator)
		\$19,000,000 (PEC)

(3) St. Louis 2004 shall also use its best efforts (not requiring expenditure of funds) to cause the City of St. Louis, its officers, employees and agents to be named as additional insureds on all policies of insurance on the ferris wheel carried by the owner of the ferris wheel, and, shall also cause the City of St. Louis, its officers, employees and agents to be named as additional insureds during the term of this Permit on all policies of insurance on the ferris wheel carried by itself or PEC, or its subsidiaries or affiliates, other than and in addition to the policies required by subparagraph (2), above, and shall file certificates relating to such additional policies in like manner as the certificates required for the policies required by subparagraph (2).

**SECTION TWO.** Ordinance 65675 is hereby repealed.

**SECTION THREE.** This ordinance being deemed necessary for the preservation of the public peace and safety is declared an emergency ordinance pursuant to Sections 19 and 20 of Article IV of the City Charter.

Approved: April 20, 2004

**ORDINANCE #55254**  
**Board Bill No.142**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on the 20 foot wide north/south alley and 57 feet of the most western part of the 15 foot wide east/west alley in City Block 4699-N as bounded by Loughborough, Salzburger, Quincy and Gravois in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being a 20 foot wide alley and part of a 15 foot wide alley established according to the plat of "Gravois Homesites No. 2," a subdivision recorded in Plat Book 20, page 130, of the City of St. Louis Records, situated in City Block 4669-N of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at a point on the eastern right-of-way line of Gravois Avenue, 80 feet wide, at its

intersection with the northeastern right-of-way line of Quincy Street, 50 feet wide; thence southeasterly, along the northeastern right-of-way line thereof, south 37 degrees 39 minutes 40 seconds east 124.96 feet to the point of beginning of the tract of land herein described; thence northeasterly, along the southwestern line of an alley, 20 feet wide, north 39 degrees 48 minutes 50 seconds east 280.11 feet to its intersection with a point on the southwestern right-of-way line of Loughborough Avenue, 60 feet wide; thence southeasterly, along the southwestern right-of-way line thereof, south 54 degrees 57 minutes 40 seconds east 20.07 feet to a point; thence southwesterly, along the northeastern line of said alley, south 39 degrees 48 minutes 50 seconds west 127.68 feet to a point; thence south 03 degrees 09 minutes 20 seconds east 10.98 feet to a point on the northeastern line of an alley, 15 feet wide; thence south-easterly, along the northeastern line thereof, south 46 degrees 07 minutes 30 seconds east 58.03 feet to the southwestern corner of property conveyed to James W. Curtis and Linda M. Curtis, his wife, by deed recorded in Deed Book M1152, page 283, of the St. Louis City Records; thence south 43 degrees 52 minutes 30 seconds west 15.00 feet to its intersection with a point on the southwestern line of said alley, 15 feet wide; thence northwesterly, along the southwestern line of said alley, 15 feet wide, north 46 degrees 07 minutes 30 seconds west 56.97 feet to a point; thence south 86 degrees 50 minutes 40 seconds west 10.22 feet to a point on the northeastern line of the aforementioned alley, 20 feet wide; thence southwesterly, along the northeastern line thereof, south 39 degrees 48 minutes 50 seconds west 128.50 feet to its intersection with a point on the northeastern right-of-way line of Quincy Street, as aforementioned; thence northwesterly, along the northeastern right-of-way line thereof, north 37 degrees 39 minutes 40 seconds west 20.49 feet to the point of beginning, containing 6,694 square feet (0.154 acres, more or less).

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Quik Trip will construct a new store and gas facility. A new 20 foot wide north/south alley will be constructed as approved by the Board of Public Service and the same will be approved by the Board of Public Service for dedication and same recorded. This is being done to continue ingress/egress to remaining east/west alley.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alley, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated alley provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets

of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 730 days (2 years) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: May 6, 2004**

### **ORDINANCE #66255**

#### **Board Bill No. 249**

An Ordinance amending Ordinance 62473, relating to the creation of the St. Louis-Jefferson solid Waste Management District and providing an alternative management structure for such District, by repealing Sections, 4, 5 and 7 thereof and enacting three new sections in lieu thereof relating to the membership of the Executive Board, the method of appointment of the members of the Executive Board, the term of the members appointed pursuant to this Ordinance and the powers of the Executive Board.

**WHEREAS**, the St. Louis-Jefferson Solid Waste Management District (the "District") has heretofore been created to include St. Louis County, the City of St. Louis and Jefferson County and the management thereof placed in an Executive Board comprised of representatives of St. Louis County, the City of St. Louis and Jefferson County; and

**WHEREAS**, St. Charles County has recently joined the District; and

**WHEREAS**, another county may in the future join the District; and

**WHEREAS**, it is appropriate to provide for the membership of the Executive Board to include representatives of the St. Charles County and any county which may in the future join the district and to designate the term of such additional members and to authorize the Executive Board to change the name of the District, subject to the approval of the Missouri Department of Natural Resources;

#### **NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** Ordinance No. 62473 is amended by repealing Sections 4, 5 and 7 and enacting three new sections in lieu thereof, which new sections shall read as follows:

**SECTION FOUR. Composition of Executive Board.** The District shall be managed by an Executive Board to consist of seven (7) members for St. Louis County, four (4) members for the City of St. Louis, two (2) members for Jefferson County and two (2) members for St. Charles County. If a county not presently a part of the District hereafter joins the District, the Executive Board shall include one (1) member for such county.

**SECTION FIVE. Selection of Members of Executive Board.** The members for the City of St. Louis shall be appointed by the Mayor and approved by the Board of Aldermen. They shall be residents of the City during their tenure. The members for St. Louis County and Jefferson County shall be appointed in a manner provided by the ordinance or order of District. The members for St. Charles County shall be appointed in a manner designated by its County Executive and County Council. The member for any county which hereafter joins the District shall be appointed in a manner provided by the ordinance or order of such county joining the District. The term of each member hereafter appointed shall be four years, except where the appointment is to fill an unexpired term. In such instance, the appointed member shall serve until the expiration of such unexpired term.

**SECTION SEVEN. Powers of Executive Board.** The Executive Board shall perform all functions and duties provided for, and have all powers granted to, Solid Waste Management District Executive Boards by the Act, as amended, including changing the name of the District, subject to the approval of the Missouri Department of Natural Resources.

**SECTION TWO.** In all other respects, Ordinance 62473 shall remain in full force and effect.

**SECTION THREE.** The changes in the composition of the Executive Board of the District shall become effective on the enactment of substantially identical ordinances of St. Louis County and St. Charles County and a substantially identical order of the County Commission of Jefferson County.

**Approved: May 6, 2004**

**ORDINANCE #66256**  
**Board Bill No. 268**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in the easternmost 150 foot portion of the 10 foot wide east-west alley in City Block 4018 as bounded by Graham, Wade, Ripple and West Park in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A strip of land 10 feet in width, being that portion of the east-west alley south of Lots 5, 6 and 7 and north of Lot 17 of Gratiot's subdivision (Plat book 8; page 118-City of St. Louis records) in Block 4018, of the City of St. Louis, Missouri; said being more particularly described as follows:

Commencing at the northeast corner of City Block 4018, said corner being at the intersection of the south line of West Park Avenue, 60 feet wide, with the west line of Ripple Street, 40 feet wide; thence along said west line of Ripple Street south 07 degrees 11 minutes 55 seconds west 135.00 feet to the point of intersection with the north line of said east-west alley, said point also being the southeast corner of said Lot 7 and the true point of beginning of the strip of land herein described; thence along said north line of east-west alley north 83 degrees 06 minutes 13 seconds west 150.00 feet to the southwest corner of said Lot 5; thence leaving said north line of east-west alley south 07 degrees 11 minutes 55 seconds west 10.00 feet to point of intersection with the south line of said east-west alley, said point being the northwest corner of said Lot 17; thence along said south line of east-west alley south 83 degrees 06 minutes 13 seconds east 150.00 feet to said west line of said Ripple Street; thence along said west line of Ripple Street north 07 degrees 11 minutes 55 seconds east 10.00 feet to the point of beginning and containing 1,500 square feet or 0.0344 acres, point of beginning containing 9.025 square feet more or less.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Patricia Verde and other abutting residents will use vacated area to enlarge their lots.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alley, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated alley provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an

additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance one hundred twenty (120) days from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: May 6, 2004**

**ORDINANCE #66257  
Board Bill No. 282**

An ordinance pertaining to city parks; renaming the city owned property in city block 1854, now known as Garrison/Brantner/Webster Park, also known as Dunbar Park, as Senator J. B. "Jet" Banks Park.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The area owned by the City of St. Louis located in City Block 1854, which is now known as "Garrison/Brantner/Webster Park" and is also known as "Dunbar Park", is hereby renamed "Senator J. B. "Jet" Banks Park".

**Approved: May 6, 2004**

**ORDINANCE #66258  
Board Bill No. 388**

An ordinance approving a redevelopment plan for the 6100 Waterman Boulevard Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Blighting Study and Plan dated December 16, 2003 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied, but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the redevelopment of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board, titled "Blighting Study and Plan for the 6100 Waterman Boulevard Redevelopment Area," dated December 16, 2003; consisting of a Title Page, a Table of Contents Page, and thirteen (13) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in

the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS :**

**SECTION ONE.** There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 6100 Waterman Boulevard Area ("Area").

**SECTION TWO.** The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

**SECTION THREE.** The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

**SECTION FOUR.** The Blighting Study and Plan for the Area, dated December 16, 2003 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

**SECTION FIVE.** The Plan for the Area is feasible and conforms to the general plan for the City.

**SECTION SIX.** The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

**SECTION SEVEN.** The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

**SECTION EIGHT.** The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may not acquire any property in the Area by the exercise of eminent domain.

**SECTION NINE.** The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**SECTION TEN.** The Plan for the Area gives due consideration to the provision of adequate public facilities.

**SECTION ELEVEN.** In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;

(b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and

(c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

**SECTION TWELVE.** All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

**SECTION THIRTEEN.** In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

(a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;

(b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;

(d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.

(e) To comply with the requirements of Ordinance No. 60275 of the City;

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women contractors, subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Contracts Administration Manager of the City and the President of this Board; and

(g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

**SECTION FOURTEEN.** The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the

calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

**SECTION FIFTEEN.** Any proposed modification which will substantially change the Plan must be approved by this Board in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan.

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

**SECTION SIXTEEN.** The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

**EXHIBIT "A"**

**THE 6100 WATERMAN BOULEVARD REDEVELOPMENT AREA**

**LEGAL DESCRIPTION**

CB 5416 Waterman, 60 ft. by 130 ft., Washington Hts. Add'n., lots 19 e 18. (5416-00-00200)

**EXHIBIT "B"**  
**Form: 12/8/03**

BLIGHTING STUDY AND PLAN  
FOR  
THE 6100 WATERMAN BOULEVARD AREA  
**PROJECT #9651**  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
DECEMBER 16, 2003

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR  
THE 6100 WATERMAN BOULEVARD AREA**

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## EXHIBITS

"A"	LEGAL DESCRIPTION
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"D"	ACQUISITION MAP
"E"	EQUAL OPPORTUNITY AND NON- DISCRIMINATION GUIDELINES

## A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

### 1. DELINEATION OF BOUNDARIES

The 6100 Waterman Boulevard Redevelopment Area ("Area") consists of one four-family building on land totaling approximately .17 acre in the Skinker-DeBaliviere Neighborhood of the City of St. Louis ("City"). The property is in the block bounded by Rosedale Avenue on the east, N. Skinker Blvd. on the west, Waterman Boulevard on the north and Pershing Avenue on the south.

The legal description for the area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

### 2. GENERAL CONDITION OF THE AREA

The Area comprises part of City Block 5416 and is in fair condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in

order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 10.5% unemployment rate for the City as of July, 2003. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area. There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the area include an unoccupied four-family dwelling in fair condition.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are residential and institutional. Residential density for the surrounding neighborhood is approximately 13.63 persons per acre.

5. CURRENT ZONING

The Area is zoned "C" Multiple-Family Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in fair condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

**B. PROPOSED DEVELOPMENT AND REGULATIONS**

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the rehabilitation of this property for residential use.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "C" Multiple-Family Dwelling by the City of St. Louis Zoning Code. Redevelopers contracting with the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for any use not allowed in the "C" Multiple-Family Dwelling District. Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area can remain "C" Multiple-Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No permanent new jobs will be created if the Area is developed in accordance with this Plan.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. **BUILDING AND SITE REGULATIONS**

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

8. **URBAN DESIGN**

**a. Urban Design Objectives**

The property shall be rehabilitated so it is an attractive residential structure within the surrounding neighborhood.

**b. Urban Design Regulations**

Rehabilitation of the existing structure shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design of the building.

**c. Landscaping**

The property shall be well landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees. Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs. Existing, non-scrub trees shall be retained.

**d. Fencing**

Fencing in the front yards and facing side streets shall be limited to street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style.

9. **PARKING REGULATIONS**

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

When feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity.

10. **SIGN REGULATIONS**

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

11. **BUILDING, CONDITIONAL USE AND SIGN PERMITS**

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. **PUBLIC IMPROVEMENTS**

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious

development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

**C. PROPOSED SCHEDULE OF DEVELOPMENT**

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this plan by ordinance and completed within approximately two (2) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

**D. EXECUTION OF PROJECT**

**1. ADMINISTRATION AND FINANCING**

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

**2. PROPERTY ACQUISITION**

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. **The LCRA may not acquire any property in the Area by the exercise of eminent domain.**

**3. PROPERTY DISPOSITION**

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

**4. RELOCATION ASSISTANCE**

The property within the area is currently unoccupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**E. COOPERATION OF THE CITY**

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

**F. TAX ABATEMENT**

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the

calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

**G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS**

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof. All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

**H. MODIFICATIONS OF THIS PLAN**

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the area, or other items which alter the nature or intent of this plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

**I. DURATION OF REGULATION AND CONTROLS**

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

**J. EXHIBITS**

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

**K. SEVERABILITY**

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall

remain in full force and effect.

**EXHIBIT "A"**

**THE 6100 WATERMAN BOULEVARD REDEVELOPMENT AREA**

**LEGAL DESCRIPTION**

CB 5416 Waterman, 60 ft. by 130 ft., Washington Hts. Add'n., lots 19 e 18. (5416-00-00200)

See attached Exhibits B, C & D

**EXHIBIT E**  
FORM: 05/26/99

**EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

**Approved: May 6, 2004**

## ORDINANCE NO. 66258 - EXHIBITS B, C &amp; D

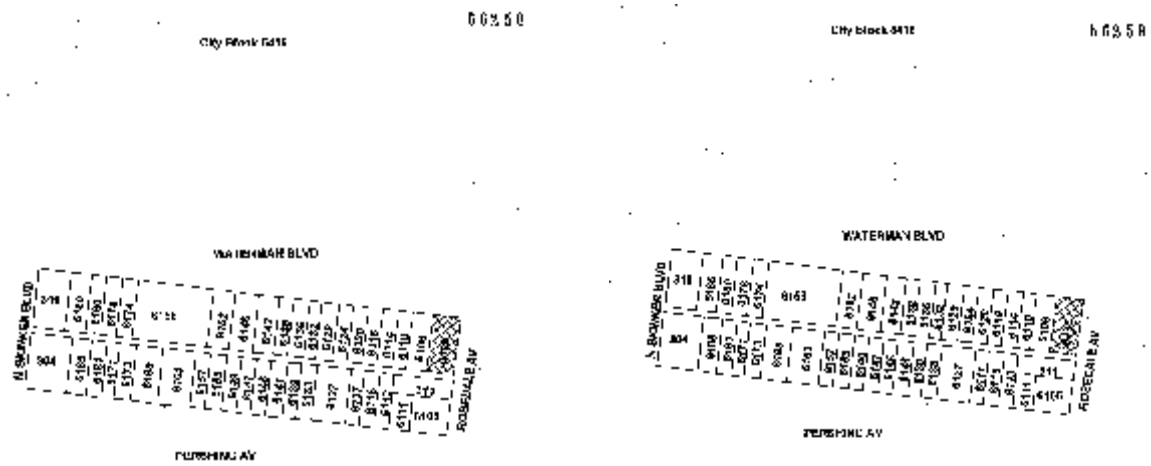


Exhibit B  
 6100 Waterman Boulevard Area  
 Project Area Plan  
 Existing Uses & Conditions  
 Residential, fair condition  
 5416 - City Block

Exhibit C  
 6100 Waterman Boulevard Area  
 Project Area Plan  
 Proposed Land Use  
 Residential  
 5416 - City Block

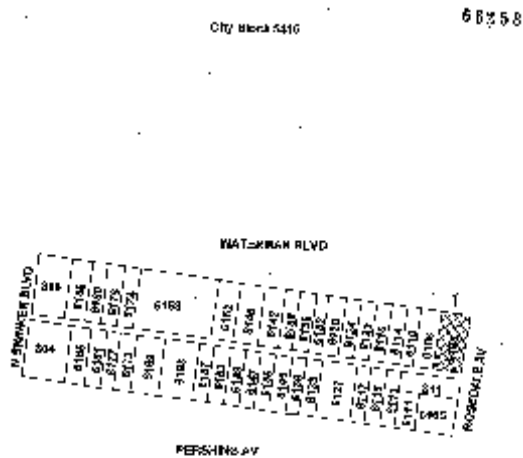


Exhibit D  
 6100 Waterman Boulevard Area  
 Property Acquisition Map  
 1 - Parcel Number

**ORDINANCE #66259**  
**Board Bill No. 396**

An ordinance pertaining to the "Capital Fund"; amending Section Two of Ordinance 60419 pertaining to the establishment of the "Capital Fund" by providing that the proceeds from the sale of all vehicles be deposited into an account for the purchase of new or used vehicles.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** Section Two of Ordinance 60419 is hereby amended to read as follows:

**SECTION TWO.** Capital Fund Established.

1. There is hereby created a special fund to be known as the "Capital Fund", under the care and custody of the Comptroller. Sources of funds for the Capital Fund shall include, but not be limited to, income generated from the sale of city assets, including real property, but excluding the sale of vehicles, which shall be credited to the Capital Fund; one-half of any General Fund balance from the immediately preceding fiscal year, which shall be appropriated and transferred to the Capital Fund at the start of each fiscal year, and sources enumerated in Section Seven of this ordinance. No funds appropriated in the Capital Fund may be transferred to any other fund without an amending ordinance.

2. There is hereby created a special fund to be known as the "Capital Fund-Vehicles", under the care and custody of the Comptroller. Sources of funds for the Capital Fund-Vehicles shall include the income generated from the sale of city vehicles and the funds collected as a result of subrogation for damaged vehicles. Said funds can only be used for the purchase of new or used vehicles and can only be expended pursuant to the procedures contained in Ordinance 60419.

**Approved: May 6, 2004**

**ORDINANCE #66260**  
**Board Bill No. 405**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on the westernmost 165 feet  $\pm$  5 feet of the 15 foot wide east/west alley in City Block 1059 as bounded by Olive, Lindell, and Grand (remainder of alley previously vacated) in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

Part of City Block 1059, of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the intersection of the north line of a 15 foot wide alley and the east line of Grand Boulevard, 80 feet wide; thence along the north line of said alley; 73 degrees 59 minutes 22 seconds east, a distance of 160.00 feet; thence south 20 degrees 22 minutes 28 seconds east a distance of 18.63 feet to the south line of said alley; thence along the south line of said alley, north 73 degrees 59 minutes 22 seconds west a distance of 170.48 feet to the east line of Grand Boulevard, 80 feet wide; thence north 11 degrees 36 minutes 18 seconds east a distance of 7.52 feet to the centerline of said alley; thence north 16 degrees 03 minutes 00 seconds east a distance of 7.50 feet to the point of beginning and containing 2,481 square feet more or less.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Vacated area will be used to enhance Saint Louis University's campus.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alley, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated alley provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchiseholders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 365 days (1 year) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: May 6, 2004**

**ORDINANCE #66261  
Board Bill No. 416**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on the 15 foot wide east/west alley and the northern 105 feet  $\pm$  2 feet of the 15 foot wide north/south alley in City Block 5473 as bounded by Wilson, Sulphur, Argus, and Esther in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being the 15 feet wide alley adjacent to Lots 9 through 18 and the 15 feet wide alley adjacent to the northerly 26 feet of Lot 7 and Lots 8 and 9, and Lots 18 through 20 all in Block 3 of Clifton Dale Subdivision in U.S. Survey 2037, City Block 5473 of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at an iron pin in the southwest corner of Lot 10 of Block 3 of Clifton Dale Subdivision, said point also being on the east line of Esther Avenue, 50 feet wide; thence south 75 degrees 44 minutes 11 seconds east, 244.28 feet to an iron pin in the west line of Sulphur Avenue, 50 feet wide; thence along said west line south 15 degrees 06 minutes 15 seconds west 15.00 feet to an iron pin; thence leaving said west line north 75 degrees 44 minutes 11 seconds west, 109.65 feet to a point; thence south 59 degrees 42 minutes 14 seconds west, 7.13 feet to a point; thence south 15 degrees 08 minutes 39 seconds west, 103.10 feet to an iron pin; thence north 60 degrees 41 minutes 01 seconds west, 15.47 feet to an iron pin; thence north 15 degrees 08 minutes 39 seconds east, 99.08 feet to a point; thence north 30 degrees 17 minutes 46 seconds west, 7.02 feet to a point; thence north 75 degrees 44 minutes 11 seconds west, 109.65 feet to an iron pin; thence north 15 degrees 11 minutes 03 seconds east, 15.00 feet to the point of beginning.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Drury Development Corporation will use vacated area to construct a hotel. A new concrete east/west alley will be constructed and dedicated as approved by the Board of Public Service.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alleys, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated alleys provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 1,095 days (3 years) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: May 6, 2004**

**ORDINANCE #66262**  
**Board Bill No. 431**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on Charless Street from Jefferson Avenue eastwardly 120 feet to the 20 foot wide north/south alley in City Block 1401-S in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being that part of Charless Street, 40 feet wide, that lies between Lot 6 in Block 8 and Lot 9 in

Block 9 of Devolveys Addition in City Block 1401 North and South of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the intersection of the south line of Charless Street, 40 feet wide, and the eastern line of Jefferson Avenue, 120 feet wide; thence north along the northerly prolongation of the western lines of Lots 1 through 6 in Block 8, north 9 degrees 00 minutes 00 seconds east a distance of 40.00 feet to a point on the northern right-of-way line of Charless Street, 40 feet wide; thence along the northern right-of-way of said street, said line also being the southern property line of Lot 9 in Block 9 south 81 degrees 15 minutes 00 seconds east a distance of 120.00 feet to the southeast corner of Lot 9; thence south along the southerly prolongation of the east line of Lot 9 in Block 9, south 9 degrees 00 minutes 00 seconds west a distance of 40.00 feet to a point being the northeast corner of Lot 6 in Block 8, thence along the southern right-of-way of aforesaid Charless Street, said line also being the northern property line of Lot 6 in Block 8, north 81 degrees 15 minutes 00 seconds west a distance of 120.00 feet to the point of beginning containing 4,800 square feet more or less.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Longridge Trading L.L.C. will use vacated area to increase security to neighboring properties.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 365 days (1 year) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: May 6, 2004**

**ORDINANCE #66263**  
**Board Bill No. 433**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on Indiana beginning 211 feet south of Potomac and continuing 114 feet southwardly to a point (Indiana vacated by Ordinance 63812), 20 feet wide east/west alley in City Block 1562 and a 114 foot portion of the 15 feet wide north/south alley in City Block 1562 as bounded by Potomac, Indiana, Miami and Jefferson in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being portions of the alleys, 15 and 20 feet wide, in Block 1562, together with a portion of Indiana Avenue, 50 feet wide, adjoining Blocks 1557 and 1562 of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the point of intersection of the eastern line of Indiana Avenue, 50 feet wide, with the southern line of Potomac Street, 60 feet wide; thence south 9 degrees 32 minutes 15 seconds west 211.00 feet, along the eastern line of said Indiana Avenue, to the point of beginning, of the parcel herein described; thence south 9 degrees 32 minutes 15 seconds west 114.00 feet, along the eastern line of said Indiana Avenue, to the southern terminus of said Indiana Avenue; thence north 81 degrees 00 seconds west 187.53 feet, along the southern terminus of said Indiana Avenue, and the southern line of the east/west alley, 20 feet wide, in said Block 1562, to the western line of the north/south alley, 15 feet wide, in said Block 1562; thence north 9 degrees 32 minutes 15 seconds east 114.00 feet, along the western line of said north/south alley; thence south 81 degrees 00 minutes east 15.00 feet, to the eastern line of said north/south alley; thence south 9 degrees 32 minutes 15 seconds west 94.00 feet, along the eastern line of said north/south alley, to the northern line of the aforesaid east/west alley, thence south 81 degrees 50 minutes east 122.53 feet, along the northern line of said east/west alley, to the western line of said Indiana Avenue; thence north 9 degrees 32 minutes 15 seconds east 94.00 feet, along the western line of said Indiana Avenue; thence south 81 degrees 00 minutes east 50.00 feet, to the eastern line of said Indiana Avenue, and the point of beginning.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Concordia Publishing House will use vacated areas to create additional green space.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alleys and street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated alleys and street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobble stones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of

Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 730 days (2 years) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: May 6, 2004**

**ORDINANCE #66263**  
**Board Bill No. 433**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on Indiana beginning 211 feet south of Potomac and continuing 114 feet southwardly to a point (Indiana vacated by Ordinance 63812), 20 feet wide east/west alley in City Block 1562 and a 114 foot portion of the 15 feet wide north/south alley in City Block 1562 as bounded by Potomac, Indiana, Miami and Jefferson in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being portions of the alleys, 15 and 20 feet wide, in Block 1562, together with a portion of Indiana Avenue, 50 feet wide, adjoining Blocks 1557 and 1562 of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the point of intersection of the eastern line of Indiana Avenue, 50 feet wide, with the southern line of Potomac Street, 60 feet wide; thence south 9 degrees 32 minutes 15 seconds west 211.00 feet, along the eastern line of said Indiana Avenue, to the point of beginning, of the parcel herein described; thence south 9 degrees 32 minutes 15 seconds west 114.00 feet, along the eastern line of said Indiana Avenue, to the southern terminus of said Indiana Avenue; thence north 81 degrees 00 seconds west 187.53 feet, along the southern terminus of said Indiana Avenue, and the southern line of the east/west alley, 20 feet wide, in said Block 1562, to the western line of the north/south alley, 15 feet wide, in said Block 1562; thence north 9 degrees 32 minutes 15 seconds east 114.00 feet, along the western line of said north/south alley; thence south 81 degrees 00 minutes east 15.00 feet, to the eastern line of said north/south alley; thence south 9 degrees 32 minutes 15 seconds west 94.00 feet, along the eastern line of said north/south alley, to the northern line of the aforesaid east/west alley, thence south 81 degrees 50 minutes east 122.53 feet, along the northern line of said east/west alley, to the western line of said Indiana Avenue; thence north 9 degrees 32 minutes 15 seconds east 94.00 feet, along the western line of said Indiana Avenue; thence south 81 degrees 00 minutes east 50.00 feet, to the eastern line of said Indiana Avenue, and the point of beginning.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Concordia Publishing House will use vacated areas to create additional green space.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alleys and street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated alleys and street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchiseholders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobble stones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 730 days (2 years) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: May 6, 2004**

**ORDINANCE #66264  
Board Bill No. 436  
Committee Substitute**

An Ordinance repealing Ordinance 62305 regulating burglary and robbery alarm systems, alarm businesses, alarm agents and alarm subscribers and enacting in lieu thereof a new Ordinance relating to the same subject matter and containing a penalty clause and a severability clause.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS :**

Section One. Introduction.

Ordinance 62305 is hereby repealed in its entirety and enacted in lieu thereof is the following:

Section Two. Definitions.

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein:

“ALARM AGENT” means any person who is employed by an alarm business, either directly or indirectly, whose duties include any of the following: selling, leasing, installing, maintaining, servicing, repairing, altering, replacing, moving or removing any alarm system in any building, structure or facility.

“ALARM BUSINESS” means any legally licensed business, regardless of the jurisdiction in which located, which is engaged in the selling, leasing, installing, maintaining, servicing, repairing, altering, replacing, moving or removing any alarm system in any building, structure or facility, to include sub-contractors.

“ALARM IDENTIFICATION NUMBER” means a number issued to an alarm subscriber by the Director of Public Safety for the purpose of identifying the alarm system for dispatching and record keeping purposes.

“ALARM SITE” means a single premises or location served by an alarm system or systems. Each tenancy, if served by a separate alarm system in a multitenant building or complex, shall be considered a separate alarm site.

“ALARM SUBSCRIBER” means any person who leases, contracts for, buys or otherwise obtains and operates an alarm system for the purpose of obtaining response to the alarm, and on whose premises an alarm system is maintained, excluding audible alarms on motor vehicles and medical alarms.

“ALARM SYSTEM” means any mechanism, equipment or device, wire or wireless which is designed to detect an unauthorized entry into any building or onto any property, or to direct attention to a robbery, burglary or other emergency in progress, and to signal the above occurrences either by a local or audible alarm or by a silent or remote alarm. The following devices shall not constitute alarm systems within the meaning of this Ordinance: Devices which do not register alarms that are audible, visible or perceptible outside the protected premises; or Devices which are not installed, operated or used for the purpose of reporting an emergency to the Police Department.

“AUTOMATIC DIALING DEVICE” means an alarm system which automatically sends over regular telephone lines, by direct connection or otherwise, a prerecorded voice-message indicating the existence of an emergency situation that the alarm system is designed to detect.

“BURGLARY” means the unlawful entry of a structure to commit a felony or a theft.

“BURGLARY ALARM SYSTEM” means an alarm system designed to signal an unauthorized entry or attempted entry into a building, structure or facility protected by the alarm system.

“CENTRAL MONITORING STATION” means an office to which alarm systems are connected, where operators supervise the circuits on a continuous basis, and where there is a subsequent relaying of messages concerning alarm activations to the Police Department.

“CHIEF OF POLICE” means the Chief of the Metropolitan Police Department of the City of St. Louis or his/her designated representative.

“DIRECTOR OF PUBLIC SAFETY” means the Director of Public Safety for the City of St. Louis or his/her designated representative.

“DURESS ALARM” means a silent alarm signal generated by the manual activation of a device intended to signal a crisis situation requiring police response.

“FALSE ALARM” means the activation of a burglary or robbery alarm, whereby the police are summoned to a location and neither of these crimes is occurring nor is there any evidence of these crimes having occurred, or having been attempted. Alarms due to vandalism, destruction of property, telephone line faults, acts of God (to include, but not limited to, thunderstorms as defined by the National Weather Service), or natural or manmade catastrophe as determined by the Chief of Police, shall not be considered “false” under this Ordinance.

“HOLDUP ALARM” means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

“LOCAL ALARM” means any alarm device audible at the alarm site.

“PANIC ALARM” means an audible alarm system signal generated by the manual activation of a device intended to signal a life-threatening or emergency situation requiring law enforcement response, not to include burglary alarm systems.

“PERSON” means and includes natural persons, without regard to number or gender, or any partnership, corporation or other type of legal entity.

“POLICE DEPARTMENT” means the Metropolitan Police Department of the City of St. Louis, Missouri.

“PRIVATE GUARD RESPONDER” means a private guard company, an alarm company’s guard, an alarm subscriber, or a person or entity appointed by an alarm subscriber to confirm by visual inspection that an attempted or actual crime has occurred at an alarm site.

“REVOCATION” means the permanent cessation of police response to the site of a registered alarm system.

“ROBBERY” means the taking or attempting to take anything of value from another person by force or threat of force or violence and/or by putting the victim in fear.

“SUBCONTRACTOR” means any person or business, regardless of the jurisdiction in which located, who performs duties,

directly or indirectly, at the direction of, or for, an alarm business which involve the selling, leasing, installing, maintaining, servicing, repairing, altering, replacing, moving or removing any alarm system in any building, structure or facility.

“VERIFICATION ATTEMPT” means an attempt by an alarm business or its representative, to contact the alarm site by telephone or other electronic means before requesting police response in an effort to determine if an actual or attempted crime has occurred, or if the alarm was accidentally activated.

#### Section Three. Applicability of Provisions.

The provisions of this Ordinance shall apply to all alarm systems, wire or wireless, which are installed, connected, monitored, operated or maintained on the date this Ordinance becomes effective, and subsequent thereto.

#### Section Four. Alarm Business Requirements.

A. **Business License Required.** No alarm business, regardless of the jurisdiction in which located, including any subcontractor working either directly or indirectly at the direction of, or for an alarm business, shall operate in the City of St. Louis without having first procured a business license from the License Collector as required under Ordinance 63082. Before any license shall be issued, the applicant must attach to the application an affidavit that he/she will faithfully carry out the provisions of this Ordinance. In addition, the License Collector shall procure from the “DIRECTOR OF PUBLIC SAFETY the applicant’s Alarm Business Disclosure Information form as referenced in Paragraph B immediately following.

B. **Alarm Business Disclosure Information Form Required.** Each alarm company, monitoring service and subcontractor must submit to the “DIRECTOR OF PUBLIC SAFETY, and to the Chief of Police, at the time of original license application and annually thereafter, during the month of January, a completed Alarm Business Disclosure Information form containing the following information:

1. the proper business or trade name, address and telephone company;
2. all other names, addresses and phone numbers under which the company, corporation or person conducts business;
3. if an unincorporated association, the name of the owner and responsible associates;
4. if a corporation, the names and positions of officers in the corporation, and the name and address of the registered agent; and
5. the full name and places of residence and business of a local legal representative designated to accept service on a court summons and appear in court for an alleged violation by the alarm business of any applicable provision of this Ordinance. Such representative must reside or work within fifty (50) miles of the boundary of the City of St. Louis.

C. **Copy of License to be Furnished to “DIRECTOR OF PUBLIC SAFETY and to the CHIEF OF POLICE.** The owner of an alarm business licensed within the City of St. Louis, including a subcontractor, shall furnish to the Department of Public Safety and to the Chief of Police, a copy of his/her City Business License within seven (7) work days of receipt of such license.

D. **Changes of Ownership or Address to be Reported to Department of Public Safety.** The owner of an alarm business licensed within the City of St. Louis, including a subcontractor, shall notify the Department of Public Safety and the Chief of Police in writing within seven (7) work days of any change in ownership or other business information concerning said business.

E. **Authority of License Collector to Revoke Business License.** The License Collector shall have the power and authority to revoke any license issued under this Ordinance for any willful violation by a licensed alarm business, including a subcontractor, or any provision contained in this Ordinance. The Director of Public Safety or the Chief of Police may petition the License Collector to revoke the license of an alarm business for flagrant and continuous violations of this Ordinance. The license shall be revoked only after the licensee shall have been notified in writing as his/her place of business of the violations complained about and shall have been afforded reasonable opportunity to have a hearing thereon before the License Collector.

#### F. Training Requirements for Alarm Agents

1. Within one hundred and eighty (180) days from the effective date of this Ordinance any alarm business operating in this City, including a subcontractor, must employ at least one alarm agent who has completed Level I Alarm Certification training as is provided by the National Burglar and Fire Alarm Association.

2. Within one (1) year from the effective date of this Ordinance any alarm business operating in this City, including a subcontractor, shall require that all alarm agents employed by that company to have completed Level I Alarm Certification Training as is provided by the National Burglar and Fire Alarm Association.

3. New alarm agents of an alarm business, including a subcontractor, shall be required to have completed Level I Alarm Certification training, as is provided by the National Burglar and Fire Alarm Association, within one hundred and eighty (180) days from the date of hire. All alarm systems installed by new employees who have not completed Level I Alarm Certification

training must be inspected by an alarm agent who has completed such training.

H. Exceptions. The provisions of Paragraphs "B" through F" of this section shall not apply to:

1. Persons engaged solely in the manufacture or sale of alarm systems or components from a fixed location who do not install, maintain, service or plan the alarm system for any location;

2. Persons engaged in the repair of alarm systems or components from a fixed location and who do not, either personally or through an agent, visit the structure in which, or on which, the alarm system is installed.

I. Requirement for Alarm Agent Identification Card. The owner of an alarm business operating in the city, including a subcontractor, shall be responsible for issuing each alarm agent a valid identification card in a form or manner approved by the Director of Public Safety containing a full face photo of the agent, name, height, weight, date of birth, name of employing company and capacity with that company, and signature of holder. Each alarm agent is required to maintain on his/her person a valid identification card while acting in the scope of his/her employment and to produce the identification card upon request of any customer, prospective customer or lawful authority. Each alarm identification card will be valid for a period of two (2) years from the date of issuance, or until the agent terminates employment with the alarm company.

J. Alarm Agent to Disclose Costs and Scope of Work to Customer. Each alarm agent, including an agent employed by a subcontractor, shall provide a written estimate to each prospective alarm subscriber before any work is begun. The estimate must provide a full disclosure of all alarm installation and service costs, to include the cost for the electrical inspection and fees charged by the Department of Public Safety. In addition, the written estimate must include information identifying each opening, item or area of the building, structure or facility to be protected and describe the device or devices to be installed.

K. Alarm Alteration Disclosure. It shall be unlawful for any person engaging in the alarm business, or any alarm agent, including a person employed by a subcontractor, to adjust, alter, fix or change any alarm system or part thereof without prior written disclosure of estimated costs and scope of work to the alarm subscriber.

L. Responsibility of Alarm Business to Train New Subscribers. Each alarm business, including a subcontractor, shall be required to provide written instructions and training to new alarm subscribers in the proper operation of alarm systems to prevent the transmission of false alarms. Written operating procedures and the phone number of the central monitoring station shall be maintained at each alarm site by the alarm subscriber. At the time of alarm installation, each alarm business, including a subcontractor, shall have the alarm subscriber complete a form approved by the Director of Public Safety and the Chief of Police in which the subscriber certifies (a) that the subscriber understands the requirement to register the alarm with the Department of Public Safety prior to activation of the alarm; (b) that the subscriber has received instructions from the alarm company in the proper operation of the alarm system and understands those instructions; (c) that the subscriber has received a copy of this ordinance and understands its provisions as such provisions apply to the subscriber and (d) other requirements or information as determined by the Director of Public Safety and the Chief of Police. In addition, the alarm agent shall provide to the alarm subscriber a brochure approved by the Director of Public Safety and the Chief of Police describing the rights and responsibilities of alarm subscribers. Each alarm business shall monitor each alarm account and establish procedures to identify alarm subscribers who have an excessive number of false alarms according to criteria established by the Director of Public Safety and the Chief of Police. Each alarm business will perform corrective action designed to decrease the number of false alarms, which may include preventive maintenance and/or the upgrading or replacement of alarm systems.

#### Section Five. Registration of Alarm Systems with Department of Public Safety.

A. An alarm subscriber shall not enter into an agreement for the installation of any alarm system with any alarm business or alarm monitoring company, including contractors or subcontractors, unless said business is currently licensed by the City of St. Louis and registered with the Department of Public Safety and the Chief of Police.

B. Prior to reporting any alarm sounding to the Police Department, the alarm subscriber shall obtain an alarm identification number, through written notice from the Department of Public Safety, for each separate alarm system on his/her premises, including robbery and panic alarms that are not part of an integrated alarm system. The Department of Public Safety shall also notify, by written notice, the alarm business providing service to the alarm subscriber of said alarm identification number. No police dispatch shall be made in response to the alarm subscriber's alarm until written notice of the alarm identification number is made to both the alarm subscriber and alarm business. Failure to register an alarm system is a violation of this Ordinance.

C. Application for an alarm identification number shall be made to the Department of Public Safety in a manner and form prescribed by the Director of Public Safety.

D. A registration fee will be charged by the alarm company to the alarm subscriber at the time of initial registration of the alarm system and remitted to the City of St. Louis. Such fee will be assessed annually and remitted to the City of St. Louis in a manner prescribed by the Director of Public Safety. Such registration fee shall be twenty-five (\$25.00) dollars for each residential alarm system and fifty (\$50.00) dollars for each commercial alarm system. In addition, a copy of the paid application for electrical inspection must be provided by the alarm subscriber at the time of registration. Failure of any alarm subscriber to pay a required fee within thirty (30) days of notice by the Department of Public Safety shall result in suspension of the alarm registration.

The alarm identification number assigned to an alarm system at a specific location shall remain unchanged, even though

there is a new alarm subscriber at the residence or business. The alarm company providing service to the alarm system shall notify the Director of Public Safety within ten (10) working days from the date the new alarm subscriber begins occupancy at a location where the alarm system is located, and provide all necessary information concerning such new alarm subscriber, along with the effective date of change in alarm subscribers. It shall be a violation of this Ordinance for any person to use an alarm identification number assigned to another person; failure to abide by this provision will result in a suspension of alarm registration.

E. The Director of Public Safety may require the appropriate alarm company to perform a re-inspection of any alarm system, to include an electrical inspection, when there is evidence that such alarm system may be generating unnecessary false alarms, or upon request of the Chief of Police. Suspension of alarm registration may be ordered by the Department of Public Safety if such inspection uncovers deficiencies which are not corrected by the alarm subscriber within a time period established by the Director of Public Safety.

F. All alarm systems installed and operating prior to the effective date of this ordinance shall comply with the provisions of this section within one hundred and eighty (180) days of such effective date. Alarm systems installed and operating prior to the effective date of this ordinance shall not be required to pay an additional electrical permit fee if the alarm company certifies that the existing system is properly installed and operating.

#### Section Six. Alarm Systems.

All burglary alarm systems installed after the effective date of this Ordinance must be equipped with audible alert that can be heard by the subscriber throughout the protected premises. All alarm systems must be equipped with stand-by batteries to operate for not less than four (4) hours if power is interrupted. Back-up batteries should also prevent false alarms during power outages. Failure of an alarm subscriber to comply with any provision of Section Six can result in revocation of the alarm registration.

#### Section Seven. Alarm Reporting

A. No alarm company or monitoring service shall send, directly or indirectly, an alarm sounding notification to the Police Department following installation of an alarm system, until written notice of the alarm registration number has been received from the Director of Public Safety by both the alarm subscriber and alarm business providing service to such alarm subscriber.

B. All alarm soundings reported to the Police Department, either directly or indirectly, shall be done in a manner prescribed by the Chief of Police and shall include the requirement that the reporting party, alarm company or monitoring service give the valid alarm identification number, type of alarm, exact numerical address of the alarm site, alarm subscriber name and name of current alarm company.

C. Each alarm company shall establish alarm verification procedures with their customers. An up-to-date record shall be maintained by the alarm company containing the name and phone number(s) of both a primary and secondary local emergency contact who may be called to verify the validity of an activated alarm by personally appearing at the alarm site and securing the premises.

D. Prior to requesting police dispatch to the site of an alarm sounding, the appropriate alarm company or monitoring service will make at least two verification attempts to determine if the alarm was activated in error before contacting the police. Additional efforts at verification may be made after police dispatch. A call cancelled by the alarm or monitoring company before police arrival at the scene will not be counted as a false alarm.

#### Section Eight. Responsibility of Alarm Subscriber or User.

It shall be the responsibility of the alarm subscriber or user to: maintain premises containing an alarm system in a manner that insures proper operation of the alarm system; maintain the alarm system in a manner that will prevent or minimize false alarms; refrain from manually activating an alarm for any reason other than for the occurrence of an event for which the alarm system is intended to report; instruct all personnel who are authorized to activate the alarm system of the proper method of operation, to prevent false alarms.

#### Section Nine. False Alarms.

A. All alarm notifications requiring a police response are characterized as being either a legitimate alarm or a false alarm after inspection of the alarm site by the responding police officer(s).

1. The following situations are considered to be legitimate alarms and are not chargeable to the alarm user.

Alarm activated due to criminal activity or attempted criminal activity.

Alarm activated as a result of weather (lightening, high winds, etc.)

Alarm activated due to a power outage or surge or damage to phone lines.

Alarm properly cancelled prior to the officer's arrival.

Alarm activated as a result of police radio interference.

Alarm malfunction due to manufacturer's defect of alarm equipment.

Other situations where it is determined by the responding police officer(s) that the alarm user could not have reasonably prevented the alarm activation.

2. The following situations are considered to be false alarms and are chargeable to the alarm user if the Police Department responds to the alarm site.

Business alarms that are accidentally activated by an employee, owner, cleaning crew or other persons legally at the alarm site; and residential alarms that are accidentally activated by the homeowner, occupant, or person who is legally at the residence.

Alarm activated as a result of a domestic animal.

Alarm activated due to heating or air conditioning blowers turning on or due to the operation of other mechanical or electrical devices left operating.

Alarm activated due to falling stock or movement of hanging signs or other objects.

Alarm activated as a result of a malfunction in the alarm system.

Alarm caused by any other condition that could have been reasonably prevented by the alarm user.

B. False Alarm Service Fee Schedule. The provisions shall apply to each alarm system one hundred and eighty (180) days after the date this Ordinance is signed by the Mayor:

Upon receipt of the first (1<sup>st</sup>) false alarm after the initial activation of an alarm system, the alarm subscriber shall be notified by the Director of Public Safety that a false alarm occurrence has been recorded at the registered alarm address, and notifying the subscriber that any subsequent false alarm occurrences will be subject to penalties as provided by ordinance;

upon receipt of the second (2<sup>nd</sup>) false alarm within a twelve month period, the alarm subscriber shall be assessed a service fee of twenty-five (\$25).

upon receipt of the third (3<sup>rd</sup>) false alarm within a twelve month period, the alarm subscriber shall be assessed a service fee of fifty dollars (\$50).

upon receipt of the fourth (4<sup>th</sup>) false alarm within a twelve month period, the alarm subscriber shall be assessed a service fee of fifty dollars (\$50).

In addition, a written notice shall be issued by the Department of Public Safety to the alarm subscriber, and to the alarm business providing service to such alarm subscriber, advising that police response to the alarm system shall be suspended for a period of thirty (30) days effective fourteen (14) days after the date of the notice. No alarm subscriber or alarm business shall send an alarm sounding notification to the Police Department from an alarm system that has been suspended, except as provided herein.

Police dispatch to a location with an alarm revocation will be limited to those situations where a private guard responder has first responded to the alarm site and confirmed that an attempted, suspected or actual crime has occurred at such alarm site; however, the private responder shall be required to remain at the scene until arrival of police. This provision will also apply to local alarms, but will not apply to the activation of duress, panic or holdup alarms. All service fees for false alarms under this section shall be payable to the City of St. Louis.

Section Ten. An alarm subscriber who has been suspended under the provisions of this ordinance shall be reinstated after the completion of the thirty day suspension provided that the alarm business which installed the alarm system certifies that the alarm subscriber has been retrained in the proper use of the alarm system; certifies that the subscriber's alarm system is in proper working condition. Any alarm subscriber who has been suspended due to false alarms and has been reinstated shall be subject to a service fee of one hundred (\$100) dollars for each subsequent false alarm reported on their alarm system up to a maximum of three (3) additional false alarms within the original twelve (12) month registration period. If the subscriber exceeds seven (7) false alarms within any registration year a written notice shall be issued by the Department of Public Safety to the alarm subscriber, and to the alarm business providing service to such alarm subscriber, advising that police response to the alarm system shall be suspended for a period of twelve (12) months, effective fourteen (14) days after the date of the notice. No alarm subscriber or alarm business shall send an alarm sounding notification to the Police Department from an alarm system that has been suspended, except as provided herein.

Police dispatch to a location with an alarm revocation will be limited to those situations where a private guard responder has first responded to the alarm site and confirmed that an attempted, suspected or actual crime has occurred at such alarm site; however, the private responder shall be required to remain at the scene until arrival of police. This provision will also apply to local alarms, but will not apply to the activation of duress, panic or holdup alarms. All service fees for false alarms under this section shall be payable to the City of St. Louis.

All other subscribers shall annually revert to the beginning fine structure at the start of each annual registration period.

Section Eleven. Deliberate False Alarms.

A. No person shall cause to be activated or transmitted to the police Department an alarm of any type from a wire or wireless system, either directly or indirectly, knowing the same to be false or without basis in fact.

B. No person shall cause to be activated or transmitted to the Police Department an alarm of any type from an unregistered or revoked alarm system, wire or wireless, when no bona fide incident has occurred.

C. Central monitoring stations shall not request law enforcement response to alarm sites when monitoring equipment indicates an alarm system malfunction.

Section Twelve. Automatic Dialing and Prerecorded Message Alarm Systems Prohibited.

It is unlawful to maintain, operate, connect or allow to be maintained, operated or connected, any dialing device which automatically dials the Police department and then relays any pre-recorded message to report any robbery, burglary, or other emergency.

Section Thirteen. Dispatch of Panic Alarm on Burglary Alarm System Prohibited.

No alarm agent, alarm business or alarm subscriber shall request dispatch of a panic alarm installed on a burglary alarm system. However, nothing in this section shall prohibit the dispatch of a panic alarm installed on a robbery or medical alarm system, or the dispatch of a duress alarm installed on any alarm system.

Section Fourteen. Vision-Obscuring Device Prohibited.

It is unlawful for any person to install or use an alarm system or device that emits or produces real or simulated smoke, fog, vapor or any like substances that obscures vision. Use of this device shall result in no police response.

Section Fifteen. Local Alarms Not to Sound for More Than Fifteen Minutes.

It shall be unlawful for any person to allow a local alarm to sound for more than fifteen minutes without termination.

Section Sixteen. Penalty Provision

Any person, partnership or corporation found to be in violation of any provision of this ordinance shall be subject to a fine of not less than One Hundred (\$100.00) Dollars. Each additional violation of any provision of this Ordinance shall constitute a separate offense, and will subject to an additional fine. All persons charged with a violation of any provision contained in this section shall be issued a summons by the Police Department for appearance in City Court, and if convicted, shall be assessed the fine stipulated in this section for the particular violation.

Section Seventeen. Severability.

If any provision, section, paragraph, sentence or clause of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unconstitutional by any decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance, and the invalid or unconstitutional provision, section, paragraph, sentence or clause is held to be severable. The Board of Aldermen declares that it would have passed this Ordinance, section, provision, paragraph, sentence or clause hereof, irrespective of the fact that any one or more of the provisions, sections, paragraphs, sentences or clauses hereto be declared invalid or unconstitutional.

Section Eighteen. Liability of the City of St. Louis

The Police Department shall take every reasonable precaution to assure that alarm notifications received are given appropriate attention and are acted upon with dispatch. Nevertheless, neither the City of St. Louis nor the Police Department shall be liable for any refusal, failure or neglect to respond to an alarm sounding generated from any alarm system.

**Approved: May 6, 2004**

**ORDINANCE #66265  
Board Bill No. 442**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on 1) the southern 21.5 feet of St. Charles between 4th and Broadway; 2) Locust between 4th and Broadway; 3) eastern 24.75 feet of Broadway from 21.5 feet north of the right-of-way line of St. Charles southwardly 473.28 feet to a point and 4) western 24.25 feet of 4th from 21.5 feet north of the right-of-way line of St. Charles southwardly 358.17 feet to a point in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter, amending Ordinance 66034, approved October 22, 2003 by repealing Sections ONE, THREE, FOUR, FIVE SIX,

SEVEN and NINE and enacting in lieu thereof new sections relating to the same subject matter and imposing certain conditions on such vacation.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** Sections One, Three, Four, Five, Six, Seven and Nine of Ordinance 66034 are hereby repealed and enacted in lieu thereof are the following Sections.

**SECTION TWO.** Section One. The public surface rights of vehicle, equestrian and pedestrian travel, and all subsurface rights, between the rights-of-way of:

A tract of land being the eastern part of Broadway, 80 feet wide, the southern part of St. Charles Street, 50 feet wide, the western part of 4th Street, 80 feet wide, and Locust Street, 60 feet wide, adjoining Block 98 and 99 of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning southwestern corner of Block 98, being the point of intersection of the northern line of Locust Street, 60 feet wide, and the eastern line of Broadway, 80 feet wide; thence along the eastern line of Broadway, also being the western line of said Block 98 north 17 degrees 36 minutes 13 seconds east 292.71 feet to the southern line of St. Charles Street, 50 feet wide; thence along last said southern line, also being the northern line of the above said Block 98, south 75 degrees 14 minutes 29 seconds east 270.30 feet to the western line of 4th Street, 80 feet wide; thence along last said western line, also being the eastern line of the above said Block 98, south 17 degrees 39 minutes 28 seconds west 306.90 feet to a point on the northern line of Locust Street, 60 feet wide; thence along last said northern line, also being the southern line of the above said Block 98, north 72 degrees 13 minutes 56 seconds west 269.68 feet to the eastern line of Broadway; thence along the prolongation southwardly of the eastern line of Broadway south 17 degrees 36 minutes 13 seconds west 60.00 feet to the northwestern corner of Block 99; thence along the western line of said Block 99, also being the eastern line of Broadway, 80 feet wide, south 17 degrees 42 minutes 14 seconds west 114.58 feet to the southwestern corner of a tract of land conveyed to The Federal Reserve Bank of St. Louis; thence leaving last said western line north 72 degrees 17 minutes 46 seconds west 24.55 feet to a point in Broadway; thence north 17 degrees 36 minutes 13 seconds east and parallel to the western line of said Block 98 a distance of 473.28 feet to a point of curvature; thence northeastwardly along a curve to the right whose radius point bears south 72 degrees 23 minutes 47 seconds east 15.00 feet an arc length of 22.82 feet to a point in St. Charles Street, 50 feet wide; thence south 75 degrees 14 minutes 29 seconds east 273.44 feet to a point of curvature; thence southeastwardly along a curve to the right whose radius point bears south 14 degrees 45 minutes 31 seconds west 30.00 feet an arc length of 48.62 feet to a point on 4th Street, 80 feet wide; thence south 17 degrees 36 minutes 35 seconds west 358.17 feet to a point on the direct prolongation eastwardly of the north line of said Block 99; thence along last said prolongation line, and along the northern line of Block 99, also being the southern line of Locust Street, 60 feet wide, north 72 degrees 13 minutes 56 seconds west 294.07 feet to the northwest corner of said Block 99; thence north 17 degrees 36 minutes 13 seconds east along the prolongation southwardly of the eastern line of Broadway, a distance of 60.00 feet to the southwestern corner of said Block 98 and the point of beginning, containing 124,143 square feet or 0.993 acres more or less.

are, upon the conditions hereinafter set out, vacated.

**SECTION THREE.** Section Three. All rights of the public in the land bearing rights-of-way traversed by the foregoing vacated streets are abandoned and released by the City of St. Louis on behalf of the public, including all uses of the utilities, governmental service entities and franchise holders, except such rights as are specifically reserved herein.

**SECTION FOUR.** Section Four. The owners of the land may, at their election and expense remove the surface pavement of said so vacated streets provided however, all utilities within the rights-of-way shall not be disturbed or impaired, except as may be agreed in writing between the utility and the owner.

**SECTION FIVE.** Section Five. The City, utilities, governmental service entities shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance of existing facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required, and having the obligation to restore the owner's interests and improvements to their condition at the time such maintenance was begun.

**SECTION SIX.** Section Six. The owner shall not place any improvement upon, over or in the land traversed by the rights-of-way that are inconsistent with the nature of the business and operations of the Owner, except with the prior written approval of the Board of Public Service.

**SECTION SEVEN.** Section Seven. The owners may secure the removal of all or any part of the facilities of a utility,

governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder.

**Approved: May 6, 2004**